Filing at a Glance

Company: Time Insurance Company

Product Name: 403(b) Contract Rider

SERFF Tr Num: HARL-126104331

State: Arkansas

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-Closed

State Tr Num: 42075

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: IPD-TIC-403(B) 09

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jane Chapman, Frank Durante

Disposition Date: 04/09/2009

Date Submitted: 04/08/2009

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Time Insurance Company 403(b) Contract Rider

Project Number: TIC-403(b) 09

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/09/2009

Deemer Date:

Submitted By: Frank Durante

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 04/09/2009

Created By: Frank Durante

Corresponding Filing Tracking Number: Harl-126104568

Filing Description:

RE: Time Insurance Company - NAIC 69477-019; FEIN 39-0658730

Contract Rider for Section 403(b) Annuity - Form #: TIC-403(b) 09

Enclosed is the captioned individual annuity rider for your review and approval. This rider has been updated to reflect recent Internal Revenue Code statutory and regulatory updates associated with annuity contracts that are funding 403(b) Tax Sheltered Annuity type plans. The effective date of the change is January 1, 2009.

Please note that this form is identical to the form that we are submitting concurrently via a separate filing for the Union Security Insurance Company, except for the form number and Company reference. We suggest that you review the two submissions together.

Subject to your approval, this form may be used with new and in-force individual annuity contracts that provide funding for 403(b) plans.

This rider is subject to federal jurisdiction and may be issued with SEC Registered contracts. Therefore, it is exempt from your readability provisions.

Unless otherwise informed, we reserve the right to alter the layout, format, color, and typeface of this form.

Your prompt review of this submission would be greatly appreciated.

Company and Contact

Filing Contact Information

Frank Durante, Sr. Spec Business Compl	frank.durante@hartfordlife.com
200 Hopmeadow St	860-843-5858 [Phone]
Simsbury, CT 06089	

Filing Company Information

Time Insurance Company	CoCode: 69477	State of Domicile: Wisconsin
200 Hopmeadow Rd	Group Code: 19	Company Type: Life
Simsbury, CT 06089	Group Name:	State ID Number:
(860) 843-9708 ext. [Phone]	FEIN Number: 39-0658730	

Filing Fees

Fee Required?	Yes
Fee Amount:	$20.00
Retaliatory?	No
Fee Explanation:	$20/filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #

SERFF Tracking Number:	*HARL-126104331*	*State:*	*Arkansas*
Filing Company:	*Time Insurance Company*	*State Tracking Number:*	*42075*
Company Tracking Number:	*IPD-TIC-403(B) 09*		
TOI:	*A10 Annuities - Other*	*Sub-TOI:*	*A10.000 Annuities - Other*
Product Name:	*403(b) Contract Rider*		
Project Name/Number:	*Time Insurance Company 403(b) Contract Rider/TIC-403(b) 09*		

Time Insurance Company	$20.00	04/08/2009	27037192

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/09/2009	04/09/2009

Disposition

Disposition Date: 04/09/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Contract Rider for Section 403(b) Annuity		Yes

Form Schedule

Lead Form Number: TIC-403(b) 09

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	TIC-403(b) 09	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Contract Rider for Section 403(b) Annuity	Initial		0.000	Time Insurance Company 403_b_ Rider.pdf

Time Insurance Company

Contract Rider for Section 403(b) Annuity

This Rider may be issued with an individual contract, a group master contract, or a group certificate issued under a group master contract. The term “Contract” herein refers to a contract or certificate, whichever is applicable.

The Contract to which this Rider is attached is amended to qualify as a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable regulations. All provisions of the Contract and this Rider shall be interpreted in accordance with qualification as a tax-sheltered annuity under Code Section 403(b).

We must receive written notice, in a form and manner acceptable to us, of any request to take a partial or total surrender, elect a payment option, or exercise any other right under this Contract and Rider.

The conditions and provisions of the Contract apply except as amended herein:

1. **The Owner and Annuitant.** Except as otherwise permitted by applicable federal tax law:
   (a) The sole Contract Owner must be an employee or former employee of an organization described under Code Section 403(b)(1)(A) for whose benefit the organization has established an annuity program under Code Section 403(b) in connection with which the Contract was purchased, and must be the Annuitant (an “Employee”).
   (b) The Owner and Annuitant cannot be changed.

Except as permitted under sections 12 and 13 of this Rider, (1) all distributions while the Employee is alive must be made to the Employee, and (2) all distributions made under a joint and survivor payment option after the Employee’s death, and while the joint Annuitant is alive, must be made to the joint Annuitant.

2. **Nontransferability and Nonforfeitability.** The individual contract or group certificate issued under a group master contract, whichever is applicable, is established for the exclusive benefit of the Employee and his or her beneficiaries. The Employee’s interest under the Contract is nontransferable (within the meaning of Code Section 401(g)) and is nonforfeitable. In particular, except as permitted by federal tax law, the Contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company. Special rules may apply in the case of a transfer under the terms of a qualified domestic relations order, as defined in Code Section 414(p) (a “QDRO”).

3. **Unisex Rates.** The method of calculating premium payments and benefits under the Contract are to be based on unisex rates. Any references to sex (with regard to rates and benefits) in the Contract are deleted.

4. **Purchase Payments.** Effective November 21, 2008, no additional purchase payments will be accepted.

All purchase payments must be made either (a) on behalf of the Employee by an organization described in Code Section 403(b)(1)(A); (b) as a rollover contribution permitted under Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16); or (c) as a nontaxable transfer from another contract qualifying under Code Section 403(b) or a custodial account qualifying under Code Section 403(b)(7).

Purchase payments made pursuant to a salary reduction agreement shall not exceed the limits set forth in Code Section 402(g), except as permitted under Code Section 414(v) if applicable. Purchase payments also must not exceed the limitations on contributions under Code Sections 403(b) and 415, as applicable. To the extent purchase payments are in excess of the amounts permitted under Code Sections 402(g), 403(b), 414(v), or 415, the Company may distribute amounts equal to such excess as permitted by applicable federal tax law.

This Section 4 describes types of purchase payments permitted under the Code. Nothing herein shall be construed as requiring that the Company accept all types of purchase payments permitted under the Code. Without limitation, the Company may decline to accept purchase payments that may require additional services not offered by the Company for The Contracts.

5. **Withdrawal restrictions.** Any amounts in the Contract attributable to contributions made after December 31, 1988, pursuant to a salary reduction agreement and the earnings on such contributions and on amounts held on December 31, 1988, may not be distributed unless the Employee has reached age 59½, had a severance from employment, died, become disabled (within the meaning of Code Section 72(m)(7)), or incurred a hardship (in accordance with Code Section 403(b)(11)). However, amounts permitted to be distributed in the case of hardship shall be limited to actual salary reduction contributions (excluding any earnings thereon). Furthermore, amounts may be distributed pursuant to a QDRO to the extent permitted by federal tax law.

Purchase payments made by a nontaxable transfer from a custodial account qualifying under Code Section 403(b)(7) (or amounts attributable to such an account), and earnings on such amounts, may not, except to the extent otherwise permitted by federal tax law, be paid or made available before the Employee has reached age 59½, had a severance from employment, died, become disabled (within the meaning of Code Section 72(m)(7)), or in the case of such amounts attributable to contributions made pursuant to a salary reduction agreement, encountered financial hardship (in accordance with Code Section 403(b)(7)(A)(ii)). However, amounts permitted to be distributed in the case of financial hardship shall be limited to actual salary reduction contributions made under the custodial account (excluding any earnings thereon). Furthermore, amounts may be distributed pursuant to a QDRO to the extent permitted by federal tax law. The first paragraph of this section 5 shall not apply to purchase payments or earnings subject to this paragraph, which instead shall apply.

Notwithstanding the forgoing, no distribution shall be permitted unless permitted by the 403(b) Plan pursuant to which the Contract was issued (the "403(b) Plan"), and the Company will make distributions under the Contract only upon a determination by the Employer sponsoring the 403(b) Plan (or its delegate) that the distribution complies with applicable federal income tax law and the 403(b) Plan.

To the extent permitted or required by the 403(b) Plan or federal law, a distribution under the Contract shall be permitted or required in the event that the employer sponsoring the 403(b) Plan terminates such plan in accordance with the terms of section 403(b) of the Code.

6. **Required Distributions Generally.** The Employee's entire interest in the Contract shall be distributed as required under Code Sections 401(a)(9) and 403(b)(10) and applicable federal income tax regulations. The provisions of this Rider reflecting these requirements override any provision of the Contract that is inconsistent with such requirements.

7. **Required Beginning Date.** As used in this Rider, the term "required beginning date" means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½, or (2) the calendar year in which the Employee retires, or such later date as provided by law. However, unless the Employee's interest in the Contract is on account of his or her participation in a governmental plan (as defined in Code Section 414(d)) or church plan (as defined in Code Section 401(a)(9)(C)), if the Employee is a 5-percent owner (as defined in Code Section 416) of the organization described in section 1 of this Rider with respect to the plan year ending in the calendar year in which the Employee attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Employee attains age 70½.

8. **Distributions During Employee's Life.** Unless otherwise permitted under applicable law, the Employee's entire interest in the Contract shall be distributed, or commence to be distributed, no later than the required beginning date over:

(a) the life of the Employee or the lives of the Employee and the Employee's designated beneficiary (within the meaning of Code Section 401(a)(9)), or

(b) a guaranteed payment period not extending beyond the life expectancy of the Employee or the joint and last survivor life expectancy of the Employee and the Employee's designated beneficiary.

If the Employee's entire interest is to be distributed in other than a lump sum, then (1) payments must be made in periodic intervals of no longer than one year, (2) payments must be nonincreasing or they may increase only as provided by applicable federal tax law, and (3) the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) must be made in accordance with the requirements of Code Section 401(a)(9) and the regulations thereunder, including the incidental death benefit requirements of Code Section 401(a)(9)(G) and the regulations thereunder, and the minimum distribution incidental benefit requirement as required by Code Section 403(b)(10).

9. **Distributions after the Employee's death.**

(a) Unless otherwise permitted under applicable federal tax law, if the Employee dies before distribution of his or her interest in the Contract has begun, the Employee's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death, except that, subject to the terms of the 403(b) Plan:

(i) If the interest is payable to an individual who is the Employee's designated beneficiary, the entire interest may be distributed over the life of the designated beneficiary, or over a period not extending beyond the life expectancy of the designated beneficiary, beginning on or before December 31 of the calendar year immediately following the calendar year in which the Employee died. The irrevocable election of this method of distribution must be made by the designated beneficiary no later than December 31 of the calendar year immediately following the calendar year in which the Employee died.

(ii) If the designated beneficiary is the Employee's surviving spouse, the spouse may irrevocably elect to receive payments over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date prior to the later of: (a) December 31 of the calendar year immediately following the calendar year in which the Employee died; and (b) December 31 of the calendar year in which the Employee would have attained age 70½, Such election by the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Employee's death or the date distributions are required to begin pursuant to the preceding sentence.

If the surviving spouse dies before distributions begin, the limitations of this section 9(a) (without regard to this paragraph ii) shall be applied as if the surviving spouse were the Employee.

(b) Unless otherwise permitted under applicable federal tax law, if the Employee dies after distribution of his or her interest in the Contract has begun, the remaining portion of such interest, if any, will continue to be distributed at least as rapidly as under the method of distribution being used at the time of the Employee's death.

(c) Distributions under this section are considered to have begun if distributions are made on account of the Employee's reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably (except for acceleration) commence to the Employee over a period permitted and in an annuity form acceptable under the applicable federal tax law.

10. **Life expectancy calculations.** Unless otherwise provided by applicable federal tax law, life expectancy is computed using the expected return multiples in Tables V and VI of Section 1.72-9 of the federal income tax regulations, or in such other tables specified by federal tax law, in accordance with Code Sections 401(a)(9) and 403(b)(10) and the regulations thereunder. Life expectancy will not be recalculated with respect to payments under an annuity option under the Contract. In other situations, life expectancy will not be recalculated unless otherwise permitted under Code Section 401(a)(9) and the regulations thereunder.

11. **Annuity options.** All annuity options under the Contract must meet the requirements of Code Sections 401(a)(9) and 403(b)(10). The provisions of this Rider reflecting the requirements of these Code sections override any annuity option that is inconsistent with such requirements. If guaranteed payments are to be made under an annuity option, the period over which the guaranteed payments are to be made must not exceed the period permitted under Q&A-3 of Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

12. **Tax-free direct transfers.** Direct transfers to another contract qualifying under Code Section 403(b) or to a custodial account qualifying under Code Section 403(b)(7) may be made only as permitted by applicable law and the 403(b) Plan. To the extent provided by federal tax law, amounts subject to distribution restrictions under the Code may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in Code Section 414(d)) as provided in Code Section 403(b)(13).

13. **Direct rollovers.** A distributee may elect, at the time and in the manner prescribed by us, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the distributee in a direct rollover.

(a) A distributee includes an Employee. In addition, the Employee's surviving spouse and the Employee's spouse or former spouse who is the alternate payee under a QDRO are distributees with regard to the interest of the spouse or former spouse, and, in the event of the Employee's death, the Employee's beneficiary under the 403(b) Plan.

(b) An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and last survivor expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (iv) any hardship distribution described in Code Section 403(b)(11) or 403(b)(7)(A)(ii) made after 1998; and (v) any other amounts designated in published federal income tax guidance.

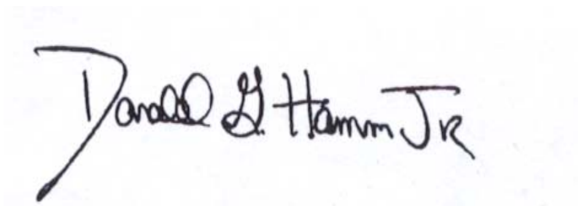
(c) A direct rollover is a payment by us to the eligible retirement plan specified by the distributee. All eligible rollover distributions shall be made in accordance with the requirements of Code Sections 403(b)(8), 403(b)(10), and 401(a)(31) applicable to tax sheltered annuity contracts. In the case of a distribution to a beneficiary who at the time of the Employee's death was neither the spouse of the Employee nor the spouse or former spouse of the Employee who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(d) A direct rollover of a distribution from an Employee's Roth account may be made only to another Roth elective deferral account under an applicable retirement plan as described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under section 402(c) of the Code,

14. **Conflicts.** The language of this Rider supersedes and controls any conflicting language in the remainder of the Contract to which the Rider is attached. Except as otherwise permitted by applicable federal law, all rights under this Rider and the Contract are subject to the terms of the 403(b) Plan.

15. **Amendment.** The Company retains the right to further amend the Contract at any time without the consent of the Contract Owner as necessary to conform with the changes in the Code and regulations or rulings related thereto.

Signed for **Time Insurance Company**
[



Donald G. Hamm, Jr. , President]

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification
Comments:
attached is the Cert Rule 19
Attachment:
AR Cert Rule 19.pdf

Item Status: **Status Date:**

Bypassed - Item: Application
Bypass Reason: N/a for filing
Comments:

Item Status: **Status Date:**

Bypassed - Item: Life & Annuity - Acturial Memo
Bypass Reason: N/a for filing
Comments:

ARKANSAS
POLICY FORM CERTIFICATION

HARTFORD LIFE INSURANCE COMPANY

Form Number(s): TIC-403(b) 09
Form Title(s): Contract Rider for Section 403(b) Annuity

By my signature below, I hereby certify that I have reviewed the enclosed policy form(s) and certify that the form(s) submitted meets the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

Jane A Chapman

Jane A. Chapman, FLMI, AIRC
Assistant Director